RAPTOR®
TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: January 1, 2022
INITIAL TERM: 12 Months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, having offices at 631 West 22nd Street, Houston, Texas 77008 ("Raptor"), and Colchester Public School District, having office at 127 Norwich Avenue, Colchester, CT 06415 ("Customer"). This Subscription Agreement, the Terms (defined below), all Invoices and all other exhibits, schedules and terms and conditions referenced by or in this Subscription Agreement and the Terms together constitute the "Agreement" and govern the relationship between the Parties with respect to any Raptor Services. Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"Terms" means the Raptor Technologies, LLC Purchase and Subscription Services Agreement Terms and Conditions in effect as of the time of execution of this Subscription Agreement, a copy of which can be found at https://raptortech.com/raptor-technologies-llc-terms-and-conditions-august-2020/.

Access Grant to Raptor Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to allow Customer to access and use the Raptor Platform during the Term (as defined in Section 6.2 (Renewal Terms) of the Terms).

Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee ("Annual Subscription Fee ") and one time purchases of equipment, supplies and services for the Raptor Services as set forth in the attached Quote and on the Invoice. The Annual Access Fee Fees may be increased from the previous annual period by no more than five percent (5%).

Payment Terms. Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meaning as those in the Terms.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

Raptor Technologies, LLC	**Colchester Public School District**
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

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Quote #: Q-09355
Date: 12-07-2021
Expires On: 01-31-2022
Federal Tax ID: 45-4914152
GSA #: GS-07F-127BA
Buyboard #: 579-19

To:
Colchester Public School District
127 Norwich Avenue
Colchester, CT 06415
United States

From:
Megan Butler
mbutler@raptortech.com

Subscription Term: 12 Months **Billing Frequency:** Annual

Product	Unit Price	Quantity	Line Total
Raptor Emergency Management Raptor Emergency Management Suite Annual Access Fee (per site license). Includes Raptor Alert, Raptor Link, Drill Manager, Accountability and Reunification. Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included. Special Offer: If a Reunification Training Exercise is completed jointly with Raptor within the first 12 months of the initial subscription term, customer may request a credit equivalent to two months of the total Raptor Emergency Management Suite Annual Software Access Fee be applied to their next software renewal.	$1,800.00	4	$7,200.00
Emergency Management Implementation One-time implementation fee (per site license).	$350.00	4	$1,400.00
Emergency Management Remote Training Remote Training for Emergency Management.	$5,000.00	1	$5,000.00
		Quote Total	$13,600.00

Recurring Costs in this Quote: $7,200.00

Quote Notes:

You may sign electronically; or you may print, sign and scan the document and email to mbutler@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to mbutler@raptortech.com.

Remit check payments to: Dept. 141, PO Box 4458, Houston, TX 77210-4458

For any other questions, email accounting@raptortech.com.

To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com.